

7

WALTER WILHELM LAW GROUP  
A Professional Corporation  
Riley C. Walter #91839  
Kathleen D. DeVaney #156444  
Danielle J. Bethel #315945  
205 East River Park Circle, Ste. 410  
Fresno, CA 93720  
Telephone: (559) 435-9800  
Facsimile: (559) 435-9868  
E-mail: [rileywalter@w2lg.com](mailto:rileywalter@w2lg.com)

Chapter 9 Counsel for Tulare Local Healthcare District

MCCORMICK BARSTOW, LLP  
Todd A. Wynkoop #308845  
Benjamin T. Nicholson #239893  
Benjamin E. Ladd #320466  
7647 N. Fresno Street  
Fresno, CA 93720  
Telephone: (559) 433-1300  
Facsimile: (559) 433-2300  
E-mail: [todd.wynkoop@mccormickbarstow.com](mailto:todd.wynkoop@mccormickbarstow.com)

District Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE  
DISTRICT, dba TULARE  
REGIONAL MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897  
Address: 869 N. Cherry St.  
Tulare, CA 93274

CASE NO. 17-13797

Chapter 9

DC No.: WW-41

Date: August 2, 2018  
Time: 9:30 a.m.  
Place: 2500 Tulare Street  
Fresno, CA 93721  
Courtroom 13  
Judge: Honorable René Lastreto II

**ORDER APPROVING STIPULATION TO (1) EXTEND DEADLINE FOR HEISKELL RANCHES, L.P. TO OBJECT TO ASSUMPTION AND ASSIGNMENT OF POTENTIAL ASSUMED CONTRACT; (2) CONTINUE HEARING ON ASSUMPTION OF HEISKELL RANCHES, L.P. POTENTIAL ASSUMED CONTRACT; AND (3) PRECLUDE ASSUMPTION AND ASSIGNMENT OF HEISKELL RANCHES, L.P.'S POTENTIAL ASSUMED CONTRACT PENDING RESOLUTION OF CURE AMOUNT**

RECEIVED

August 01, 2018

CLERK, U.S. BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
0006331313

STIPULATION EXTENDING  
CT AND CONTINUING HEARING

-1-

M:\S-U\TRMC\PLEADINGS\WW-41 Motion to Borrowing  
Funds and Providing Security [Adventist  
Health]\Stipulation.Heiskell.Order.docx

1 The Court having reviewed the *Stipulation to (1) Extend Deadline for Heiskell*  
2 *Ranches, L.P. to Object to Assumption and Assignment of Potential Assumed Contract;*  
3 *(2) Continue Hearing on Assumption of Heiskell Ranches, L.P.'s Potential Assumed*  
4 *Contract; and (3) Preclude Assumption and Assignment of Heiskell Ranches, L.P.'s*  
5 *Potential Assumed Contract Pending Resolution of Cure Amount* (the "Stipulation")  
6 entered into by and between Tulare Local Healthcare District, dba Tulare Regional  
7 Medical Center (the "District") and Heiskell Ranches, L.P. ("Heiskell") (collectively, "the  
8 Parties"), by and through their respective counsel, and good cause appearing to  
9 approve the Stipulation without a hearing,  
10

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. The Stipulation, a copy of which is attached hereto as Exhibit A, is  
13 approved.  
14

15 2. The deadline for Heiskell Ranches, L.P. to object to the Cure Amount of its  
16 potential assumed contract as set forth in the Debtor's Motion For Authority To Enter  
17 Into Transaction Including Borrowing Funds, Sales Of Personal Property And Providing  
18 Security, Assumption And Assignment Of Contracts And Leases And For Authority To  
19 Lease Real Property Pursuant To 11 U.S.C. Sections 105, 362, 364, 901 And 922  
20 ("Transaction Motion")(Dkt. 603; WW-41) is hereby extended from August 1, 2018 to a  
21 date to be determined by the Parties.  
22

23 3. The hearing on assumption and assignment of Heiskell Ranches, L.P.'s  
24 potential assumed contract is hereby continued to November 15, 2018, at 9:30 a.m.;  
25 and  
26

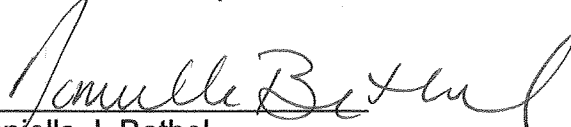
27 ///

28 ///

1           4.     Heiskell ranches, L.P.'s potential assumed contract shall not be assumed  
2 by the District pursuant to the Transaction Motion absent a resolution of the Cure  
3 Amount by mutual consent of the Parties or by further order of the Court.  
4

5 Submitted by:


6 WALTER WILHELM LAW GROUP,  
7 a Professional corporation

8   
9 Danielle J. Bethel  
10 Attorneys for Tulare Local Healthcare District, dba  
11 Tulare Regional Medical Center  
12  
13  
14  
15

16 IT IS SO ORDERED.

17 Dated: Aug 02, 2018

By the Court

18   
19 René Lastreto II, Judge  
20 United States Bankruptcy Court  
21  
22  
23  
24  
25  
26  
27  
28

4

WALTER WILHELM LAW GROUP  
A Professional Corporation  
Riley C. Walter #91839  
Kathleen D. DeVaney #156444  
Danielle J. Bethel #315945  
205 East River Park Circle, Ste. 410  
Fresno, CA 93720  
Telephone: (559) 435-9800  
Facsimile: (559) 435-9868  
E-mail: [rileywalter@w2lg.com](mailto:rileywalter@w2lg.com)

Chapter 9 Counsel for Tulare Local Healthcare District

MCCORMICK BARSTOW, LLP  
Todd A. Wynkoop #308845  
Benjamin T. Nicholson #239893  
Benjamin E. Ladd #320466  
7647 N. Fresno Street  
Fresno, CA 93720  
Telephone: (559) 433-1300  
Facsimile: (559) 433-2300  
E-mail: [todd.wynkoop@mccormickbarstow.com](mailto:todd.wynkoop@mccormickbarstow.com)

District Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE  
DISTRICT, dba TULARE REGIONAL  
MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897  
Address: 869 N. Cherry St.  
Tulare, CA 93274

CASE NO. 17-13797

Chapter 9

DC No.: WW-41

Date: August 2, 2018  
Time: 9:30 a.m.  
Place: 2500 Tulare Street  
Fresno, CA 93721  
Courtroom 13  
Judge: Honorable René Lastreto II

**STIPULATION TO (1) EXTEND DEADLINE FOR HEISKELL RANCHES, L.P. TO  
OBJECT TO ASSUMPTION AND ASSIGNMENT OF POTENTIAL ASSUMED  
CONTRACTS; (2) CONTINUE HEARING ON ASSUMPTION OF HEISKELL  
RANCHES, L.P.'S POTENTIAL ASSUMED CONTRACTS; AND (3) PRECLUDE  
ASSUMPTION AND ASSIGNMENT OF HEISKELL RANCHES, L.P.'S POTENTIAL  
ASSUMED CONTRACTS PENDING RESOLUTION OF CURE AMOUNTS**

1 Tulare Local Healthcare District, dba Tulare Regional Medical Center (the  
2 "District"), the debtor in the above-captioned case, and Heiskell Ranches, L.P.  
3 ("Heiskell") (collectively, "the Parties"), with reference to the stipulated facts set forth  
4 herein, hereby stipulate and agree as set forth below.

5 **STIPULATED FACTS**

6 1. On September 30, 2017 ("Petition Date"), the District commenced its  
7 Chapter 9 case (Bankruptcy Case).

8 2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157  
9 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core  
10 proceeding under 28 U.S.C. § 157(b)(2).

11 3. This stipulation is entered into pursuant to 11 U.S.C. §§ 365 and 901 and  
12 LBR 9019.

13 4. On July 20, 2018 the District filed its Motion For Authority To Enter Into  
14 Transaction Including Borrowing Funds, Sales Of Personal Property And Providing  
15 Security, Assumption And Assignment Of Contracts And Leases And For Authority To  
16 Lease Real Property Pursuant To 11 U.S.C. Sections 105, 362, 364, 901 And 922  
17 ("Transaction Motion")(Dkt. 603; WW-41).

18 5. The Transaction Motion requires parties designated as having a "Potential  
19 Assumed Contract" to object to the Motion by August 1, 2018 or risk being bound by the  
20 Court's order thereon, which may include findings authorizing the District to assume and  
21 assign certain "Potential Assumed Contracts" upon payment of the "cure amount" listed  
22 in the Transaction Motion.

23 6. In the Transaction Motion, the District designates Heiskell as having at least  
24 one "Potential Assumed Contract" ("Heiskell's Potential Assumed Contract(s)") and  
25 indicates that the "cure amount" required to assume and assign Heiskell's Potential  
26 Assumed Contract(s) under Section 365 of the Bankruptcy Code is "\$0.00."

27 7. Heiskell disputes the \$0.00 "cure amount" set forth in the Transaction  
28 Motion pertaining to Heiskell's Potential Assumed Contract(s).

1           8.     At this time the Parties have not reached an agreement fixing the "cure  
2 amount" required to assume and assign Heiskell's Potential Assumed Contract(s) within  
3 the meaning of Section 365.

4           9.     Accordingly, after negotiation, the Parties have reached an agreement (a)  
5 extending the deadline for Heiskell to object to assumption and assignment of its  
6 Potential Assumed Contract(s), (b) continuing the hearing on Heiskell's Potential  
7 Assumed Contract(s), and (c) precluding assumption and assignment of Heiskell's  
8 Potential Assumed Contract(s) absent a resolution of the "cure amount" by mutual  
9 consent of the Parties or by further order of the Court.

10                               **STIPULATION AND AGREEMENT**

11           Subject to Court approval, the District and Heiskell hereby stipulate and agree as  
12 follows:

13           10.    The foregoing Stipulated Facts are incorporated herein by reference.

14           11.    The deadline for Heiskell to object to the assumption and assignment of  
15 its Potential Assumed Contract(s) is extended from August 1, 2018 to a date to be  
16 determined by the Parties;

17           12.    The hearing on assumption and assignment of Heiskell's Potential  
18 Assigned Contract(s) is continued from August 2, 2018 to November 15, 2018 at 9:30  
19 a.m.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

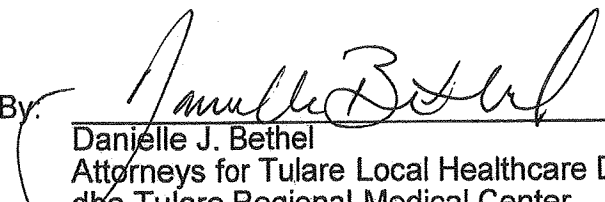
28 ///

13. Heiskell's Potential Assumed Contract(s) shall not be assumed by the District absent a resolution of the "cure amount" and related issues by mutual consent of the Parties or by further order of the Court.

IT IS SO STIPULATED.

Dated: 8/1, 2018

WALTER WILHELM LAW GROUP

By:   
 Danjelle J. Bethel  
 Attorneys for Tulare Local Healthcare District,  
 dba Tulare Regional Medical Center

WILD, CARTER & TIPTON

Dated: 8/1, 2018

By:   
 Don J. Pool  
 Attorneys for Heiskell Ranches, L.P.